

DAAE20-01-T-0220

PRICING EVALUATION SUMMARY

Attachment 0001

CLIN 0001AA NSN: 3431-00-235-4728

Welding Machine

Estimated Order Quantity: IDIQ

Ordering Period 1 Ordering Period 2 Ordering Period 3 Ordering Period 4 Ordering Period 5

Range	Unit Price	Wgt	Unit Price	Wgt	Unit Price	Wgt	Unit Price	Wgt	Unit Price	Wgt
25 - 50		10%		10%		10%		10%		10%
51 - 75		10%		80%		80%		80%		80%
76 - 100		80%		10%		10%		10%		10%

Weighted Total:

Weighted Total for the Entire Proposal:

1. This will be an all or none procurement. Contractor's failing to bid on all years, and all ranges may be disqualified.
2. For evaluation purposes, the Government has weighted the ranges based on the likelihood that if an order is placed, it will be placed in that particular range. An evaluation price for each year will be calculated by multiplying the offered unit prices by their respective weights and minimum quantities for each range and adding them together.
3. A total evaluation price will be determined by adding the adjusted totals on all years.

DFP-403
22 MAR 2001

**BATTLEFIELD MAINTENANCE ENGINEERING
COMMERCIAL PRODUCT DESCRIPTION
for
ARC WELDING SYSTEM
TRANSFORMER/RECTIFIER STYLE
TUNGSTEN INERT GAS PROCESS
300 AMP CAPACITY
WATER COOLED**

1 SCOPE

1.1 Scope. This Commercial Product Description covers a NEMA Class I (60 percent duty cycle) Constant Current, AC/DC, square wave, 300 amp, Tungsten Inert Gas (TIG) process, transformer/rectifier type, welding power source. The welder is used in military maintenance shops. The required features, accessories and product performance levels are set forth in the remainder of this document. This Commercial Product Description may be referred to as a "specification" in the following text.

1.2 Commerciality. The welding power source and accessory equipment are intended to be purchased as off the shelf commercial items requiring little or no modification or special manufacturing or inspection procedures to meet Government requirements. The product offered shall have been designed and manufactured in accordance with nationally or internationally recognized commercial product design and safety standards for welding and electrical equipment. In lieu of the detailed design requirements and extensive testing that has accompanied Government contracts for products of this type in the past, the Government will rely upon the natural forces of the commercial sector market place to guide the design, development and quality of the products described herein. In order to take advantage of commercially developed products, the Government requires that any product offered to fill the requirements herein have a commercial sector market history not less than three years long and that the history demonstrates market place acceptability by industrial purchasers and users. Exact requirements for submission of the history are set forth in the solicitation for bids associated with this item. The Government will accept only bids for commercially marketed brand names and models that can be ordered from catalog data sheets, that are in production, that come with fully developed user manuals and maintenance manuals, that have spare parts available in the same market place as the welding machines and that have a fully developed aftermarket support system available through a dealer / distributor network. Based upon a survey of the commercial market place the government has identified the following brand names and models that are representative of the product desired. They are the Miller Electric model Syncrowave 350 LX, Lincoln Electric Square Wave TIG 355 and the ESAB Heliarc 352 AC/DC. It is possible that any product offered may need some minor modification to meet the needs of the Government. Please read and understand all of the requirements in this

document and check for items such as the length and preparation of the power cord, the number of manual sets to be packed for shipment, the markings on the exterior shipping containers and packing and palletization requirements.

2 APPLICABLE DOCUMENTS. The following document(s) form a part of this specification to the extent specified herein. The issues of the documents which are DoD adopted shall be those listed in the issue of the DoDISS dated 1 JAN 2001. The issues of documents not listed in the DoDISS shall be the issue which is current on the date of the solicitation.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI MH10.8.1-2000 Materials Handling - Unit Loads and Transport Packages – Bar Code Symbols

Application for copies should be addressed to the American National Standards Institute, 1430 Broadway, New York, NY 10018. ANSI maintains a world wide web site at www.ansi.org/default_js.htm.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D3951 Standard Practice for Commercial Packaging

Application for copies should be addressed to the American Society for Testing and Materials, 1916 Race St., Philadelphia, PA 19103. The ASTM maintains a world wide web site at <http://www.astm.org/>.

COMPRESSED GAS ASSOCIATION (CGA)

CGA E-1 - Standard Connections for Regulator Outlets, Torches and Fitted Hose for Welding and Cutting Equipment.

(Application for copies should be addressed to the Compressed Gas Association Inc., Crystal Gateway 2, Suite 1004, 1725 Jefferson Davis Highway, Arlington, VA 22202-4102, phone 703-412-0900, ext 722, Publications Coordinator. The CGA maintains a world wide web site at <http://www.cganet.com>)

NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION (NEMA)

EW-1 - Welding Machines and Electrodes, Electric Arc

(Application for copies should be addressed to the National Electrical Manufacturer's Association, 1300 North 17th St., Suite 1847, Rosslyn, VA 22209, phone 703-841- 3200, FAX 703-841-3300. The NEMA maintains a world wide web site at <http://www.nema.org/>)

(Industry association specifications and standards are generally available for reference from libraries. They are also distributed among technical groups and using Federal Agencies. As a general rule they are protected by copyright laws.)

2.3 Order of precedence. In the event of a conflict between the text of this specification and the references cited herein, the text of this specification shall take precedence. Nothing in this specification, however, shall supersede applicable laws and regulations unless a specific exemption has been obtained by the contractor.

3 REQUIREMENTS

3.1 Design requirements. The welding power source shall be a constant current square wave AC and DC TIG welding power source that is skid mounted and water cooled. The welding power source shall be provided with the following features and equipment as a minimum:

- a. pre-flow and post-flow controlled gas shielding system
- b. DC electrode positive and negative switch
- c. voltmeter and ammeter displays
- d. AC wave form balance control for AC welding
- e. Adjustable current ramping control for blast prevention and crater filling
- f. AC / DC mode selector switch
- g. remote control foot pedal for current and contactor with 20 ft cable.
- h. power block to hook up the power cable and the gas hose to the output lug
- i. 250 amp or larger water cooled TIG torch with cable and built in gas and water hoses
- j. water cooling system for the water cooled TIG torch.
- k. high frequency arc starter that requires no supplemental power source to operate.
- l. all cabling and connectors necessary to hook up and use the above equipment
- m. a secondary power outlet rated at 115 volts.

Any features or capabilities that are normally part of the welding machine offered for sale to the industrial sector may remain on the machine and need not be removed to meet these requirements.

3.2 Performance requirements. The welding power source shall provide not less than 300 amps output at 32 arc volts during balanced AC operations when the input is no greater than 230 volts at 110 amps, single phase. Some commercial machines may require power factor correction to meet this input to output efficiency requirement.

3.3 Interface requirements.

3.3.1 Electrical interface. The welding power source shall be designed to receive and properly utilize electrical power from a 230/460V AC, 1 phase power system. The main power cable shall be not less than 20 feet long and shall be prepared for

hardwiring into an electrical service panel at the users facility. Stress relief shall be provided for the cable connection at the back of the power source.

3.3.2 User interface. The welding power source shall incorporate controls and read out devices that are easy to reach in order to operate them and easy to read to support adjustment. All printed words on the machine, its accessory equipment and all manuals shall be in standard American English.

3.3.3 Compressed gas interface. Connections to shielding gas supply lines shall conform to the Compressed Gas Association standard CGA E-1.

3.3.4 Ancillary equipment interface requirements. Ancillary equipment such as inert gas cylinders for gas shielded welding, gas delivery hoses, welding electrodes and consumables, and stick electrode holder (SMAW) are not to be ordered or delivered as part of the equipment described in this specification. However, the welding system provided in accordance with this document shall accommodate the use of all the above mentioned equipment. In addition, the system shall accommodate the hookup and use of the Army's standard one pound spool gun, NSN 3431-00-691-1415. Commercial products delivered in the past under this stock number have included the Miller Spoolmatic 30A with the WC-24 Control which can serve as an example.

3.4 Construction. The welding system and all of its components shall be constructed of parts and materials that are without defects. Materials not specifically designated herein or in the contract shall be of a quality commensurate with commercial practice within the welder manufacturing industry, shall be suitable for the intended purpose in the design of the welder and shall be free from defects which would adversely affect the performance of the assembly. When dissimilar metals are used in contact with each other, suitable protection against galvanic corrosion shall be applied.

3.4.1 Workmanship. The quality of workmanship imparted to the welder and its components shall equal or exceed that typically provided to commercial products by domestic producers of these type welders. The welders presented for acceptance shall have been manufactured with skill and care; shall be uniform, neat, and clean; and shall be free of irregularities and anomalies which degrade form, fit, function, performance or appearance.

3.4.2 Maintainability. Equipment shall be designed and constructed so that it may be repaired by replacement of parts.

3.4.3 Safety. The welding power supply shall conform to all safety requirements specified in NEMA EW-1.

3.5 Manuals. The Government requires that two full sets of all manuals associated with the welding machine and the accessory equipment be packed and shipped with each machine. Do not deliver the manuals packaged separately in a single shipping container.

QUALITY ASSURANCE PROVISIONS

4.1 Responsibility for inspection. Unless otherwise specified in the contract, the contractor is responsible for the performance of all inspections required to assure that all units delivered meet the requirements as specified herein. Except as otherwise specified in the contract, the contractor may use his own or any other facilities suitable for the performance of the inspection requirements specified herein unless disapproved by the Government. The Government reserves the right to inspect for any requirement established in Section 3 above or Section 5 below where such inspections are deemed necessary to assure supplies and services conform to the prescribed requirements.

4.1.1 Responsibility for compliance. All welding sets delivered under this contract must meet all requirements of sections 3 and 5. The absence of any inspection requirements in this specification shall not relieve the contractor of the responsibility of assuring that all products or supplies submitted to the Government for acceptance comply with all requirements of the contract. Sampling for inspection does not authorize submission of known defective units, either indicated or actual, nor does it commit the Government to the acceptance of defective units.

5. PACKAGING

5.1 Preservation/packaging/packing shall be in accordance with ASTM-D-3951, and the following additional requirements. The unit pack quantity shall be 1 each. A unit consists of a welding power source, all of the related accessories including the TIG gun set, water cooler, foot pedal, and two sets of manuals. In this packaging section when the term "welding set" is used it means the contents of the unit pack.

5.2 Additional Requirements:

5.2.1 The welding set and its components shall be free from all contaminants, dirt, grease, grit, fingerprints and the like. The cleaning process plus the compounds used shall not accelerate corrosion, shall not be detrimental to the substrate, and shall be compatible with the applied preservatives. Preservatives applied to prevent deterioration and corrosion are not considered contaminants.

5.2.2 Technical data and manuals furnished shall be placed inside the unit pack and protected from damage by moisture, physical pressure, heat, and humidity.

5.2.3 The arrangement of the welding set in the shipping container plus the materials used to anchor, block, brace and cushion the welding set shall not be detrimental to the substrate and shall prevent any physical or functional damage e.g., scratching, denting, galvanic corrosion and misalignment.

5.2.4 The fully loaded container shall be capable of withstanding without damage

to the container or its contents frequent handling by any means e.g. hand, forklift, sling, dolly, etc., plus static top loading to a minimum of three times the weight of the container and its contents.

5.2.5 Palletization. Each unit pack (consisting of one welding set) shall be placed on a pallet of its own for shipment.

5.2.6 Workmanship shall be such that when proper procedure is followed, materials and equipment being processed will be provided the maximum protection against corrosion and deterioration and be suitable for storage.

5.2.7 If oak or chestnut wood products are used in the performance of this contract, these wood or wood products must be free of all bark.

5.2.8 The preservation and packaging requirements, as stated, are deemed necessary due to the likelihood of lengthy periods of storage before the items are issued for use. These requirements are also necessary to provide adequate protection for future shipments overseas.

5.3 Marking.

5.3.1 Marking shall be by any means that is not readily removable. All bar code markings specified below shall use the 3 of 9 format in accordance with ANSI MH10.8.1-2000.

5.3.2 Marking Requirements. The marking requirements are applied at two levels of the packaging, interior and exterior. The interior level is the level at which one can distinguish separate packages for the welding power source, the TIG gun, the water cooler, etc. These packages are usually the corrugated board containers supplied by the manufacturer to a dealer for selling items one at a time. They are the packages that are placed upon a pallet to be wrapped as a "unit" or a set. The exterior level is the outer surface after the unit has been placed on its pallet and wrapped for shipment.

Interior markings. Interior containers shall be marked in capital letters of equal height proportionate to the available markings space. These markings shall be added to any other markings that are already on the packaging that may have been supplied by the manufacturer. The markings shall be printed onto a label and fastened onto each individual interior container. The marking information shall contain the following information in the order listed:

- a. "THIS ITEM IS A COMPONENT OF NSN 3431-00-235-4728, Welding set, Tungsten Inert Gas, 300 amp" (The NSN shall be printed in Arabic numerals and again below the first as a Bar Code)
- b. CAGE code of the company awarded the contract:
- c. Contract or purchase order number:
- d. Quantity of interior containers in the unit pack by sequential count: Each individual

container within the unit pack that can be handled separately before making up the unit pack shall be marked and identified as a numbered member of the group constituting the unit pack, for example: 1 of 5, 2 of 5, 3 of 5, 4 of 5, 5 of 5. The same numbering scheme and sequence shall be used for every unit pack assembled through out the life of the contract. If the water cooler is identified as package 1 of 5 on the first unit pack of the first shipment then it shall be so marked for all other unit packs and all other shipments under this contract.

Exterior markings. Markings applied to the exterior surface of the palletized unit shall be grouped into three distinct categories. Identification markings, contract data markings and address markings. Address markings shall be placed to the right of the identification and contract data markings. In general, all exterior markings including the Bar Code markings shall be grouped together in the same area.

Identification markings:

- e. "NSN 3431-00-235-4728, Welding set, Tungsten Inert Gas, 300 amp",
- f. "CAGE _____" (cage code of the company awarded the contract)
- g. "Quantity: 1 ea"
- h. "Unit of issue: 1 ea"
- i. "Date packed for shipment: _____."
- j. "Gross weight and cube: _____."

Contract data markings:

- k. "contract or purchase order number: _____"

Address markings:

- l. Transportation control number (This shall serve as the single standard shipment identification number.)
- m. Name and address of the contractor awarded the contract.
- n. Name and address of the consignee (the "ship to" address)

In addition to the above information, the following shall be bar coded on the exterior of the shipping pallet.

- o. National Stock Number
- p. Contract or order number
- q. CAGE code of the company awarded the contract

52.212-1 Instructions to Offerers--Commercial Items.

As prescribed in 12.3 (b)(1), insert the following provision:

INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (MAR 2000)

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) 'Remit to' address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 ;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices of its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request at no expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers. Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, at the designated Government office on the date that offers or revisions are received.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized in the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the time specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for receipt of offers; or proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, and notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by the offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive formalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100, 470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be provided for a fee.

(2) The DOD Index of Specifications and Standards (DODISS) and documents included in it may be obtained from the:
Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D,
700 Robbins Avenue

Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation 'DUNS' followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

5 FR 16286, March 27, 2000]

52.212-4 Contract Terms and Conditions--Commercial Items.

As prescribed in 12.301 (b)(3), insert the following clause:

CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Prior to offering any units for Government acceptance, the contractor shall present a report to the Government thirty days after award which provides the results of the analysis, demonstrations, examinations, and tests specified in PD-387, paragraph 4.3, entitled "verification", on a minimum of 2 each air compressors.

(c) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(d) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(g) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(h) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price and extended price

of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(i) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(j) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(k) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(l) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(m) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(n) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly

terminated this contract for default, such termination shall be deemed a termination for convenience.

(o) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(p) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(q) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(r) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(s) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(t) Order of Precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5 .

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) other paragraphs of this clause.

(7) The Standard Form 1449.

(8) other documents, exhibits, and attachments.

(9) The specification.

(End of clause)

[64 FR 10542, March 4, 1999]

**TO BE FILLED OUT BY OFFEROR AND SUBMITTED
WITH THE PROPOSAL**

WELDING MACHINE ARC:

1. BRAND NAME OF MACHINE BEING OFFERED:

2. MODEL NUMBER OF MACHINE BEING OFFERED:

3. NUMBER OF YEARS THIS MODEL HAS BEEN MANUFACTURED
AND/OR SOLD TO THE COMMERCIAL MARKETPLACE

4. NUMBER OF UNITS OF THIS MODEL THAT HAS BEEN SOLD
DURING A THREE-YEAR PERIOD _____

5. OFFEROR IS ATTACHING THE FOLLOWING TO HIS
PROPOSAL:

_____ COMMERCIAL OPERATOR'S MANUAL (S)

_____ MAINTENANCE MANUAL (S)

_____ SPARE AND REPAIR PARTS LIST

_____ DESCRIPTIVE LITURATURE THAT SHOWS COMPLIANCE
WITH THE DESCRIPTION FOR PURCHASE NUMBER 403

_____ DESCRIPTION OF MINOR MODIFICATIONS NECESSARY
TO MEET THE DESCRIPTION FOR PURCHASE NUMBER 403